

EQUINE RESCUE of AIKEN
RELEASE OF LIABILITY and HOLD HARMLESS AGREEMENT
(Indemnification included)

WITNESS THIS AGREEMENT this _____ day of _____, 20____, by and between **Equine Rescue of Aiken** (also known as "Aiken Equine Rescue") hereinafter referred to as OWNER and _____, hereinafter referred to as RIDER/VISITOR. For good and valuable consideration received, and in return for the use, today and on all future dates of the property, facilities and/or services of OWNER, the RIDER/VISITOR and his or her heirs, assigns, and representatives hereby agree as follows:

1. Inherent Risks and Assumption of Risk. The undersigned RIDER/VISITOR acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

RIDER/VISITOR acknowledges that horses, by their very nature are unpredictable and subject to animal whim. RIDER/VISITOR assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. RIDER/VISITOR agrees to abide by and follow OWNER's rules and regulations, which shall be posted and/or available upon request. RIDER/VISITOR further acknowledges that the behavior of any animal is contingent to some extent upon the ability of RIDER/VISITOR. RIDER/VISITOR assumes all risks therefor and warrants a full and fair disclosure of RIDER/VISITOR's abilities has been made to OWNER.

RIDER/VISITOR expressly releases OWNER and any representatives, agents, employees, officers, shareholders and directors of OWNER from any and all claims for any injury or damage of any kind, even if caused by negligence (if allowed by the laws of this State) by OWNER, or OWNER representatives, agents, employees, officers, shareholders and directors, whether or not related to any equine activity. RIDER/VISITOR acknowledges OWNER is either an equine activity sponsor or an equine professional.

WARNING

Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.

2. RIDER/VISITOR agrees to release, hold harmless, indemnify and defend OWNER and any representatives, agents, employees, officers, shareholders and directors of OWNER from and against any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may

in any way arise from or be in any way connected with RIDER/VISITOR's use of or presence upon the property of OWNER and the facilities located thereon.

3. In the event RIDER/VISITOR is using RIDER/VISITOR's own horse, or any other horse(s) not owned by OWNER, RIDER/VISITOR warrants said horse(s) shall be free from infection, contagious or transmittable diseases and that the horse is not a known kicker, biter or otherwise unusually dangerous. OWNER reserves the right to refuse access or use of any horse upon the premises that does not appear to OWNER to be in good health or is deemed dangerous or undesirable.

4. This Agreement is intended to be a complete release of liability and hold harmless by RIDER/VISITOR in favor of OWNER and any representatives, agents, employees, officers, shareholders and directors of OWNER. However, should any action be brought by RIDER/VISITOR against the aforementioned, it shall be brought within one (1) year of the incident or accident giving rise to said claim. RIDER/VISITOR agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering to the extent liability for any of the foregoing is not deemed to have been released according to the general release RIDER/VISITOR is giving through this agreement.

5. RIDER/VISITOR agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

RIDER/VISITOR hereby voluntarily enters into this Release of Liability and Hold Harmless Agreement with OWNER, understanding that this Release and Hold Harmless Agreement is a waiver by RIDER/VISITOR of any and all liability(ies) OWNER and any representatives, agents, employees, officers, shareholders and directors of OWNER may now have, or might ever have, to RIDER/VISITOR:

_____ Date _____
RIDER/VISITOR

Printed Name

If a minor, person representing himself/herself to be the lawful Guardian under this Release of Liability and Hold Harmless Agreement:

_____ Date _____
Print RIDER/VISITOR minor name

Signature Parent/Guardian for RIDER/VISITOR
_____ Date _____

OWNER acknowledgement